

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Amalgamated Local 298, Eastern States Joint Board, International Union of Allied Novelty and Productions Workers, AFL-CIO (Tiebout II Assoc LLC, 2335 Valentine LLC, and 1665 Monroe Assoc LLC) **Case No. 29-CB-271670**

Subject to the approval of the Regional Director for the National Labor Relations Board, **Amalgamated Local 298, Eastern States Joint Board, International Union of Allied Novelty and Productions Workers, AFL-CIO** (the Charged Party) and **(b) (6), (b) (7)(C)** and **(b) (6), (b) (7)(C)** (the Charging Parties) **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING AND MAILING OF NOTICE TO MEMBERS — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and Spanish. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its office located at 201 West Valley Stream Blvd., Valley Stream, NY, including all places where the Charged Party normally posts notices to members. Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed by **Tiebout I Assoc LLC, 2335 Valentine LLC, or 1665 Monroe Assoc LLC** at any time since July 23, 2020. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Parties fail or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Parties and the undersigned Regional Director. In that case, the Charging Parties may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes B.C.M.

No


Initials

Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Parties do not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Parties have taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Parties do not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Parties did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Parties comply with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Amalgamated Local 298, Eastern States Joint Board, International Union of Allied Novelty and Productions Workers, AFL-CIO		Charging Parties (b) (6), (b) (7)(C) et al.	
By: Name and Title	Date	By: Name and Title	Date
/s/ Bryan C. McCarthy, Attorney	5/5/21		
Print Name and Title below		Print Name and Title below	
Recommended By:	Date	Approved By:	Date
/s/ Brent Childerhose	5/21/21	s/ 	5/24/2021
		Regional Director, Region 29	

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT accept recognition as your union from Tiebout I Assoc LLC, 2335 Valentine LLC, or 1665 Monroe Assoc LLC, or from any other employer, at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective bargaining agreement with Tiebout I Assoc LLC, 2335 Valentine LLC, or 1665 Monroe Assoc LLC, or any other employer, if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL IMMEDIATELY STOP enforcing our collective bargaining agreements with Tiebout I Assoc LLC, 2335 Valentine LLC, and 1665 Monroe Assoc LLC.

WE WILL accept Tiebout I Assoc LLC, 2335 Valentine LLC, and 1665 Monroe Assoc LLC's withdrawal of recognition of Local 298 as the union representing their employees, and **WE HAVE** disclaimed interest in representing those employees unless and until the National Labor Relations Board certifies Local 298 to be their union.

**Amalgamated Local 298, Eastern States Joint Board,
International Union of Allied Novelty and
Productions Workers, AFL-CIO**

(Union)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative

should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 9:00 a.m. to 5:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit at complianceunit@nlrb.gov.